

No. 17679

**CANADA
and
PERU**

General Agreement on technical co-operation (with annexes). Signed at Lima on 23 November 1973

Protocol of amendment to article VIII of the above-mentioned Agreement. Signed at Lima on 2 July 1975

Authentic texts: English, French and Spanish.

Registered by Canada on 11 April 1979.

**CANADA
et
PÉROU**

**Accord général de coopération technique (avec annexes).
Signé à Lima le 23 novembre 1973**

**Protocole d'amendement de l'article VIII de l'Accord sus-
mentionné. Signé à Lima le 2 juillet 1975**

Textes authentiques : anglais, français et espagnol.

Enregistrés par le Canada le 11 avril 1979.

GENERAL AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF PERU

The Government of Canada and the Government of the Republic of Peru hereinafter called the "Government of Peru", wishing to strengthen the cordial relations existing between the two States and their peoples, and moved by the desire to develop technical co-operation between the two countries in conformity with the objectives of economic and social development in Peru, have agreed to the following:

Article I. The program of technical co-operation will provide for:

- (1) Scholarships and training awards for citizens of Peru in Canada or in a third country;
- (2) Canadian experts, instructors and technicians to provide services in Peru (hereinafter called "experts");
- (3) The equipment and materials needed for the successful execution of projects of technical co-operation in Peru;
- (4) The elaboration of studies and projects designed to contribute to the social and economic development of Peru;
- (5) Any other form of co-operation which may be mutually agreed upon.

Article II. The Government of Canada agrees to assume all the responsibilities referred to in annex A of this Agreement, entitled "Responsibilities of the Government of Canada", in the form and manner agreed upon.

Article III. The Government of Peru agrees to assume all the responsibilities referred to in annex B of this Agreement, entitled "Responsibilities of the Government of Peru", in the form and manner agreed upon. The scope of these responsibilities may be modified in accordance with specific projects.

Article IV. The Government of Canada shall meet all costs incurred under this Agreement, under any amendments hereto, or under any subsidiary agreement, which are clearly enumerated therein as being the responsibility of the Government of Canada. The Government of Peru shall meet the costs related to the present Agreement, to any amendment thereto, or to any subsidiary agreement, when such costs have not been identified clearly as responsibilities of the Government of Canada.

Article V. For the purpose of this Agreement it shall be understood that:

1. "Canadian firms" shall mean those Canadian firms or institutions engaged in the program of technical co-operation or in any other approved program or project established under a subsidiary agreement.
2. "Canadian personnel" shall mean all those Canadian personnel engaged within the program of technical co-operation referred to under this Agreement, or

¹ Came into force on 3 September 1975, the date both Parties had notified each other of the fulfilment of their required legislative formalities, in accordance with article XIV.

within any other approved program or project established under a subsidiary agreement.

Article VI. The Government of Peru shall save harmless the Government of Canada from any civil liability as well as all Canadian firms and Canadian personnel from and against civil liability arising out of the execution of an approved project or program under the present Agreement, except in cases of fraud or gross negligence, which will be subject to Peruvian law.

Article VII. The Government of Peru shall exempt Canadian firms and Canadian personnel, including their dependants, from all types of taxes, levies and imposts on remunerations received from sources outside Peru, on funds from Canadian aid sources or from the Government of Peru, as provided for in the present Agreement or in any subsidiary agreement.

Article VIII. The Government of Peru shall exempt Canadian firms and Canadian personnel, including their dependants, from payment of import duties, tariffs or other taxes and charges on professional and technical equipment, as well as personal and household effects. They will be able to import or export free of customs duties, consumer and sales taxes, one automobile per expert for personal use at the time of arrival in the country. This privilege may be used at two-year intervals after the date when it is first granted. The personnel enjoying such privileges will be able to sell their vehicle under the conditions established for Canadian diplomatic personnel accredited to the Government of Peru.

Article IX. The Government of Peru shall exempt Canadian personnel, and their dependants from payment of import duties, customs tariffs and other taxes on medicinal products, food-stuffs, beverages, and other articles of daily use that may be legally imported into Peru for the personal requirements of the Canadian personnel and their families.

Article X. The Government of Peru shall grant Canadian personnel and their dependants freedom from foreign exchange restrictions in respect of the re-exportation of their funds, subject to those conditions established for the Canadian diplomatic mission in Peru.

Article XI. In the attainment of the objectives of the present Agreement, the Government of Canada and the Government of Peru, acting directly or through their competent agencies, may conclude subsidiary agreements, in the form of exchange of notes, letters or memoranda, in respect of the following:

- (1) Any agreed program or project established under the provisions of article I of the present Agreement;
- (2) Changes with regard to the responsibilities of each Government in accordance with the provisions of annexes A and B with respect to specific programs or projects;
- (3) Any other matters which may enable the two Governments to carry out jointly the objectives of the present Agreement.

All the subsidiary agreements concluded under the provisions of the present article, in whatever form, shall make specific reference to the present Agreement.

Article XII. Unless it is specifically stated to the contrary, any subsidiary agreement concluded in accordance with article XI of this Agreement shall be considered to be an agreement of mutual accord.

Article XIII. Differences which may arise in the implementation of the provisions of the present Agreement, or in any subsidiary agreement concluded within the provisions of the former, shall be settled by negotiations between the Government of Canada and the Government of Peru.

Article XIV. The present Agreement shall enter into force on the date both Parties have notified each other that the formalities required by their respective legislations have been fulfilled. It may be terminated by common agreement, or six months after one of the Parties indicates a desire for its termination. The termination of the Agreement shall not affect the validity of the contracts in course of execution or the guarantees already furnished under the terms of the present Agreement.

Article XV. The annexes of the present Agreement may be amended by agreements of the Parties through an exchange of notes, provided that such amendments shall be within the scope of the present Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, sign this Agreement.

DONE in three copies with their duplicates in Lima this 23rd day of November 1973, in the English, French and Spanish languages, each version being equally authentic.

For the Government
of Canada:

[Signed]

PIERRE TROTTIER
Ambassador of Canada

For the Government
of the Republic of Peru:

[Signed]

Brigadier General E.P.
MIGUEL ANGEL DE LA FLOR VALLE
Minister of External
Relations

ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

The Government of Canada will provide and pay for:

- (1) The salaries, allowances, subsidies or other emoluments to Canadian firms and personnel, as set forth in the terms of employment and in conformity with the conditions of employment and contract;
- (2) The costs of travel for Canadian personnel and that of their dependants between their normal place of residence in Canada and the points of entry and departure in Peru;
- (3) The costs of transporting, between the normal place of residence of Canadian personnel and their dependants in Canada and the respective points of arrival and departure in Peru, the personal and household effects of Canadian personnel and their dependants plus the professional and technical equipment necessary for the effective performance of their duties;

- (4) The costs associated with the training of Peruvian personnel in Canada or in a third country as follows:
 - (a) Living expenses while in Canada or in a third country;
 - (b) A clothing allowance;
 - (c) Books, equipment or supplies as required for the programs being undertaken in Canada or in a third country;
 - (d) Registration and other related fees;
 - (e) Necessary medical and hospital services;
 - (f) Economy air fare from an approved point of embarkation in Peru to a designated destination in Canada or in a third country and return;
 - (g) Transportation within Canada or a third country as required for the program;
- (5) Equipment and material required for the successful execution of the program as specified in subsidiary agreements.

ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF PERU

The Government of Peru shall provide and pay for:

- (1) Permanent housing for Canadian personnel and dependants in a location to be designated in the subsidiary agreement covering the specific project;
 - (2) Transportation:
 - (a) Between the point of entry in Peru and the place of residence, for Canadian personnel and their dependants, at the commencement of an assignment;
 - (b) Between the place of residence and the point of departure from Peru, for Canadian personnel and their dependants, on termination of an assignment;
 - (c) For all official journeys, including transportation between the place of residence of Canadian personnel and their place of work when these two locations are not in close proximity; such transportation to be of a similar standard to that normally granted to a civil servant of the Government of Peru of comparable rank and seniority;
 - (d) Between the points of entry and departure in Peru and the destination point of the professional and technical equipment and the personal and household effects of the Canadian personnel and their dependants; such transportation costs to include, where applicable, customs clearance and temporary warehousing in relation to arriving shipments and export packaging and temporary warehousing in relation to departing shipments;
 - (3) Office accommodation and services at Peruvian Government standards including, as necessary, professional, technical and administrative equipment, telephone, as well as other facilities allowing the Canadian personnel to carry out their assignment effectively;
 - (4) Assistance in expediting the clearance through customs of any personal and technical effects of Canadian personnel and their dependants.
 - (5) All Canadian personnel will be entitled to leave for a maximum period of four weeks per annum, which leave shall be granted in accordance with Canadian leave regulations, at such time as may be arranged or agreed between the Canadian personnel and the appropriate Peruvian authorities.
-

**PROTOCOL OF AMENDMENT¹ TO ARTICLE VIII OF THE GENERAL
AGREEMENT ON TECHNICAL CO-OPERATION BETWEEN
PERU AND CANADA OF 23 NOVEMBER 1973²**

The Governments of Peru and Canada, wishing to facilitate the application of the General Agreement on Technical Co-operation signed by them on November 23, 1973,² have agreed to sign a Protocol of Amendment to the said General Agreement, in order to accommodate the terms of article VIII to the new provisions prescribed by the Peruvian Government, which refer to the importation and sale of automobiles which experts have the right to import, as follows:

Article I. Article VIII of the General Agreement on Technical Co-operation between Peru and Canada of November 23, 1975,³ is modified in the following manner:

“Article VIII. The Government of Peru shall exempt Canadian firms and Canadian personnel, including their dependants from payment of import duties, tariffs or other taxes and charges on professional and technical equipment, as well as personal and household effects. They will be able to import or export, free of customs duties, consumer and sales taxes, one automobile per expert for personal use at the time of their arrival in the country. The personnel enjoying this privilege will be able to import and sell their vehicle under the conditions established for Canadian diplomatic personnel accredited to the Government of Peru.”

Article II. The force and the duration of the present Protocol of Amendment will be subject to the terms and requirements established in article XIV of General Agreement on Technical Co-operation between Peru and Canada of November 23, 1973, of which it will form an integral part.

IN FAITH OF WHICH, the undersigned, duly authorized by their respective Governments, sign the present Protocol of Amendment.

EFFECTED in the city of Lima, the second day of July of 1975, in two copies in each of the English, French and Spanish languages, each version being equally authentic.

For the Government
of Peru:

[Signed]

General of Division

MIGUEL ANGEL DE LA FLOR VALLE
Minister of External Affairs

For the Government
of Canada:

[Signed]

HOWARD R. WILSON
Chargé d'affaires of Canada

¹ Came into force on 3 September 1975, the date of entry into force of the Agreement of 23 November 1973, in accordance with article II of the Protocol.

² See page 40 of this volume.

³ Should read “November 23, 1973”.